

In the Matter of:

Washington, D.C.

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The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated November 5, 2003, the protestant has agreed to withdraw the protest, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

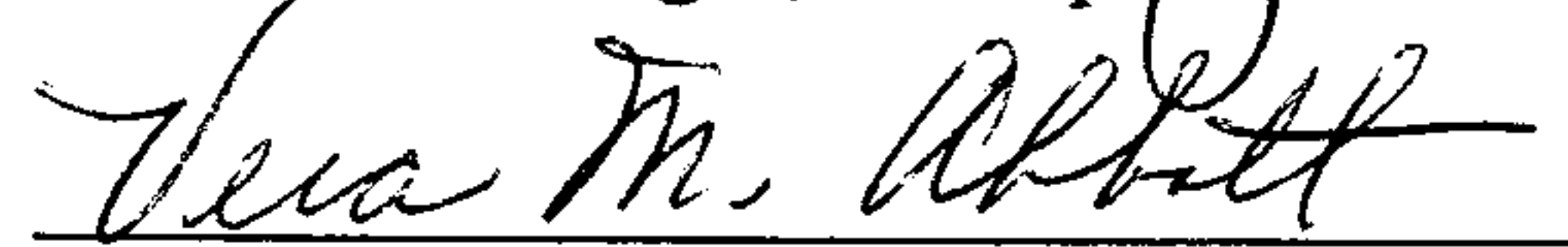
JJA Incorporated
t/a Asylum
Case no. 30013-04/002P
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Accordingly, it is this 11th day of February 2004, **ORDERED** that:

1. The protest of Alan J. Roth, Chairperson, on behalf of the Advisory Neighborhood Commission 1C, is **WITHDRAWN**;
2. The request to change the hours of operation to 11 a.m. – 2 a.m., Sunday through Thursday, and 11 a.m. – 3 a.m., Friday and Saturday for JJA Incorporated t/a Asylum, holder of a retailer's class CR license at 2471 18th Street, N.W., Washington, D.C. is **GRANTED**;
3. The above-referenced agreement is **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

District of Columbia
Alcoholic Beverage Control Board


Charles A. Burger, Chairperson


Vera Abbott, Member


Peter Feather, Member


Judy A. Moy, Member


Audrey E. Thompson, Member

**COOPERATIVE AGREEMENT CONCERNING
SUBSTANTIAL CHANGE OF LICENSE
FOR SALE OF ALCOHOLIC BEVERAGES**

AGREEMENT, made and entered into this 5TH day of NOVEMBER 2003, by and between JJA Incorporated trading as Asylum, (hereinafter the "Applicant"), and Advisory Neighborhood Commission 1C (hereinafter "ANC-1C") and Kalorama Citizens Association (hereinafter the "KCA"), hereinafter, the "Parties".

Whereas Applicant has filed an Application (No. 30013) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the substantial change of a Class CR License (No. 25101) located at 2471 18th Street, NW, Washington DC.

Whereas in recognition of the Board's policy of encouraging parties to settle their differences by reaching Cooperative Agreements, the Parties hereto desire to enter into a Cooperative Agreement whereby (1) Applicant will agree to adopt certain measures to address ANC-1C's and the KCA's concerns and to include this Agreement as a formal condition of its Application, and (2) ANC-1C and the KCA will agree to the approval of the application provided that such Agreement is incorporated into the Board's order approving such application, which order is thereby conditioned upon compliance with such Agreement,

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate ANC-1C's and the KCA's concerns,

Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Hours. The hours of operation shall be:

INSIDE

Monday	11am-2am
Tuesday	11 am-2am
Wednesday	11am-2am
Thursday	11am-2am
Friday	11am-3am
Saturday	11am-3am
Sunday	11am-2am

Last call will be announced ½ hour prior to closing, each night of operation.

2. Seating. Seating capacity will not exceed:

Interior Tables, chairs and Bar: 112

(50 seats in the existing basement floor and 62 on the proposed first floor.)

Inside Capacity will not exceed: 112

3. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including:

- Preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with the DC Noise Control Act of 1977 (Public Law 2-53), as amended. The Applicant agrees to abide by all Alcoholic Beverage Control regulations, as amended.
- The doors and windows of the premises will be kept closed at all times during business hours when music is being played, or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises.
- Music from inside will not be audible at surrounding residential housing areas.
- The Parties agree that any live music performances will be for the benefit and enjoyment of the establishment's dining and bar patrons. Therefore, there will be no cover charge. In the case of special events, such as private parties or New Year's Eve, the preceding section does not prevent the licensee from making certain charges to allow participation. For the purposes of this section, special events and private parties are considered separate and apart from the routine operation of the establishment and the regular presentation of live music.
- The Parties agree that in the routine operation of the establishment the regular presentation of live music performances will end no later than 12:30am. This section does not apply to New Year's Eve, on which date any live music performance shall end ONE HOUR before closing time. In the case of special events or private parties any live music performances will end no later than 1:30am.
- There will be no designated dance area.

4. Trash/Garbage/Rodents:

- a) Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remains clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being

added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents to help eliminate the rat population.

- b) Applicant agrees to segregate bottles (and recycle bottles cans and cardboard in accordance with DC Law 7-226) from trash and agrees not to dispose of the recycling and refuse in the outside trash dumpsters or recycling containers between the hours of 11:00pm and 8:00am.

5. Exterior including public space:

- a) Applicant shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.
- b) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the trash dumpsters. Applicant agrees to provide ANC-1C with a copy of the contract to remove same from the establishment.

6. Items specific to establishment:

- a) Applicant agrees not to place outside in the public space any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound into the public space.
- b) Applicant agrees to operate the establishment under the terms of its license and will not rent out the establishment to third parties for events where the owner/manager is not present and managing the business.
- c) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisement in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

- 7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or similar events.

- 8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring resident at all times. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise down from 11:30 PM to 7:00 AM.

- 9. Modification. This Agreement can be modified only by the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board. If Applicant desires to modify the terms of this agreement, then prior to

implementing the changes, Applicant shall receive written agreement from ANC-1C after a majority of Commissioners shall have voted in favor of the changes at a full public meeting, a quorum being present.

10. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations. Further, nothing in this agreement shall preclude the ANC or the KCA from filing an objection to any request by the applicant to the Board of Zoning Adjustment.

11. Availability of Voluntary Agreement. Applicant agrees to keep available at all times a copy of this agreement at his establishment and to familiarize all his employees with its conditions.

Applicant:

[Signature]

By: John Andrade Asylum Bar & Lounge

Date: 11/5/2003

Advisory Neighborhood Commission 1C:

[Signature]

By: ADAM J. ROTH
CHAIRPERSON

Date: 11/5/03

For Kalorama Citizens Association

[Signature]

By: DEWIS E. JAMES EXECUTIVE VICE PRESIDENT AND
PUBLIC LICENSING CHAIRMAN

Date: 11.5.2003